

**PLEASE TAKE NOTE**

**TENDER NUMBER: COGTA RFP 04/2021**

**CLOSING TIME: 11:00**

**CLOSING DATE: 18 JANUARY 2021**

DOCUMENTS RECEIVED AFTER THE CLOSING TIME AND DATE ARE LATE AND WILL, AS A RULE THEY WILL NOT BE ACCEPTED FOR CONSIDERATION

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**DOCUMENTS MUST BE SIGNED IN THE ORIGINAL THAT IS IN INK. DOCUMENTS WITH PHOTOCOPIED SIGNATURES OR OTHER SUCH REPRODUCTION OF SIGNATURES WILL BE REJECTED**

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The Tender Document must be  
Delivered at Reception,  
Provincial Disaster Management  
Centre ,11 Janadel Avenue, Block B,  
Riverview Park Midrand

11 JANADEL  
AVENUE,  
BLOCK B.

MIDRAND

TENDERERS SHOULD ENSURE THAT TENDERS ARE DELIVERED TIMEOUSLY AT THE  
CORRECT ADDRESS

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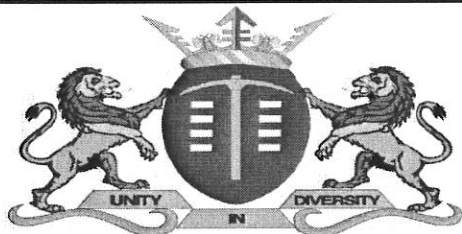
**SUBMIT ALL TENDERS ON THE OFFICIAL TENDER FORMS – DO NOT RETYPE**

TENDERS BY TELEGRAM, FACSIMILE OR OTHER APPARATUS WILL NOT BE ACCEPTED FOR  
CONSIDERATION

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**SUBMIT EACH TENDER IN SEPARATE SEALED ENVELOP**

**[GPG 3]**



# GAUTENG PROVINCE

CO-OPERATIVE GOVERNANCE AND  
TRADITIONAL AFFAIRS  
REPUBLIC OF SOUTH AFRICA

Tender Notice & Invitation to Tender

REF NO: COGTA RFP 04/2021

Tender Number	Service	Evaluation Criteria	Briefing Session	Tender Closing Date and Time
COGTA RFP 04/2021	Appointment of a service provider for comprehensive maintenance, upgrades, repairs of the lifts & escalators installations for the period of 36 months	Price =80 Equity=20 (Please refer to the B-BBEE Equity points allocation below)	Date: 13 December 2021 Time: 11H00 Venue: Block B, Riverview Park, 11 Janadel Avenue, Midrand	Date: 18 JANUARY 2021 Time : 11H00

BBBEE Equity Points Allocation Table

B-BBEE Status Level of Contributor	80/20
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non Contributor	0

The Department adheres to all relevant Acts, including BBBEE Act; No 53 of 2003, PPPF Act No 5 of 2000 with its associated amended Preferential regulations 2017.

Enquiries may be addressed to the Project Manager: Mr. Andrew Duplooy and Mr Phumlani Ndaba at [andre.duplooy@gauteng.gov.za](mailto:andre.duplooy@gauteng.gov.za) and [phumlani.ndaba@gauteng.gov.za](mailto:phumlani.ndaba@gauteng.gov.za) and Supply Chain Management: Ms. Phumzile Malgas at [phumzile.malgas@gauteng.gov.za](mailto:phumzile.malgas@gauteng.gov.za) or Ms Mahlatse Madiba at [mahlatse.madiba@gauteng.gov.za](mailto:mahlatse.madiba@gauteng.gov.za)

Tender documents are available on the Gauteng etender portal: <http://e-tenders.gauteng.gov.za>

Completed tender documents should be sealed in an envelope clearly marked with the relevant tender number (COGTA RFP 04/2021) and description. Tender documents should be delivered in the tender box at reception, Provincial Disaster Management Centre, 11 Janadel Avenue, Block B, Riverview Park, Midrand not later than 11:00 am on or before 13 December 2021 .

**Faxed, electronic or late submissions will not be accepted.**

**Only companies who have submitted all of the above information will be considered for evaluation process. The Gauteng Department of Co-operative Governance and Traditional Affairs is under no obligation to give reasons for non-acceptance /rejection of any submission. All short listed bidders will be subjected to undergo a security screening in terms of Section 2 (1) (b) of the National Strategic Intelligence Act 67 of 2002 as amended.**

## PART A INVITATION TO BID

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE CO-OPERATIVE GOVERNANCE AND TRADITIONAL AFFAIRS</b>					
BID NUMBER:	COGTA RFP 04/2021	CLOSING DATE:	18 JANUARY 2021	CLOSING TIME:	11: 00
DESCRIPTION	Appointment of a service provider for comprehensive maintenance, upgrades, repairs of the lifts & escalators installations for the period of 36 months				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
TENDER BOX AT RECEPTION					
PROVINCIAL DISASTER MANAGEMENT CENTRE					
NO. 11 JANADEL AVENUE, BLOCK B, RIVERVIEW OFFICE PARK, MIDRAND					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	PHUMZILE MALGAS		CONTACT PERSON	Andre Duplooy	
TELEPHONE NUMBER	N/A		TELEPHONE NUMBER	N/A	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	Phumzile.malgas@gauteng.gov.za		E-MAIL ADDRESS	Andre.duplooy@gauteng.gov.za	
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX]  <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX]  <input type="checkbox"/> Yes <input type="checkbox"/> No
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A BRANCH IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

## PART B TERMS AND CONDITIONS FOR BIDDING

<b>1. BID SUBMISSION:</b>
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
<b>2. TAX COMPLIANCE REQUIREMENTS</b>
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

**NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.**

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....  
(Proof of authority must be submitted e.g. company resolution)

DATE: .....



## DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state<sup>1</sup>, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-
  - the bidder is employed by the state; and/or
  - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.
2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**
  - 2.1 Full Name of bidder or his or her representative: .....
  - 2.2 Identity Number: .....
  - 2.3 Position occupied in the Company (director, trustee, shareholder<sup>2</sup>): .....
  - 2.4 Company Registration Number: .....
  - 2.5 Tax Reference Number: .....
  - 2.6 VAT Registration Number: .....
  - 2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.

<sup>1</sup>"State" means –

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

<sup>2</sup>"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

2.7 Are you or any person connected with the bidder presently employed by the state? YES / NO

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member: .....

Name of state institution at which you or the person connected to the bidder is employed : .....

Position occupied in the state institution: .....

Any other particulars:

.....

.....

.....

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? YES / NO

2.7.2.1 If yes, did you attached proof of such authority to the bid document? YES / NO

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

2.7.2.2 If no, furnish reasons for non-submission of such proof:

.....

.....

.....

2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? YES / NO

2.8.1 If so, furnish particulars:

.....

.....

.....

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? YES / NO

.....

.....

.....

**YES/NO**

.....

.....

.....

**YES/NO**

.....

.....

.....

## 3

[illegible]

**4 DECLARATION**

I, THE UNDERSIGNED (NAME).....

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.  
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF  
PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION  
PROVE TO BE FALSE.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder

May 2011

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL  
PROCUREMENT REGULATIONS 2017**

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.**

**1. GENERAL CONDITIONS**

1.1 The following preference point systems are applicable to all bids:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2

- a) The value of this bid is estimated to exceed/not exceed R50 000 000 (all applicable taxes included) and therefore the ..... preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

1.4 The maximum points for this bid are allocated as follows:

	POINTS
<b>PRICE</b>	
<b>B-BBEE STATUS LEVEL OF CONTRIBUTOR</b>	
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

## 2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
  - 1) B-BBEE Status level certificate issued by an authorized body or person;
  - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
  - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

### 3. POINTS AWARDED FOR PRICE

### 3.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

A maximum of 80 or 90 points is allocated for price on the following basis:

80/20

or

90/10

$$P_s = 80 \left( 1 - \frac{Pt - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_s = 90 \left( 1 - \frac{Pt - P_{\min}}{P_{\min}} \right)$$

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

$P_{min}$  = Price of lowest acceptable bid

#### 4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

## 5. BID DECLARATION

- 5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

## 6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

- 6.1 B-BBEE Status Level of Contributor: . = .....(maximum of 10 or 20 points)  
(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.)

## 7. SUB-CONTRACTING

- 7.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

YES		NO	
-----	--	----	--

- 7.1.1 If yes, indicate:

- What percentage of the contract will be subcontracted.....%
- The name of the sub-contractor.....
- The B-BBEE status level of the sub-contractor.....
- Whether the sub-contractor is an EME or QSE

(Tick applicable box)

YES		NO	
-----	--	----	--

- v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

Designated Group: An EME or QSE which is at least 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		



Black people who are military veterans		
<b>OR</b>		
Any EME		
Any QSE		

**8. DECLARATION WITH REGARD TO COMPANY/FIRM**

8.1 Name \_\_\_\_\_ of  
company/firm:.....

8.2 VAT \_\_\_\_\_ registration  
number:.....

8.3 Company \_\_\_\_\_ registration  
number:.....

**8.4 TYPE OF COMPANY/ FIRM**

Partnership/Joint Venture / Consortium

One person business/sole propriety

Close corporation

Company

(Pty) Limited

[TICK APPLICABLE BOX]

**8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

.....  
.....  
.....  
.....  
.....

**8.6 COMPANY CLASSIFICATION**

Manufacturer

Supplier

Professional service provider

Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

8.7 Total number of years the company/firm has been in business:.....

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a

fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

- (a) disqualify the person from the bidding process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution.

WITNESSES

1. ....

2. ....

.....  
SIGNATURE(S) OF BIDDERS(S)

DATE: .....

ADDRESS .....

.....

.....

### DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
  - a. abused the institution's supply chain management system;
  - b. committed fraud or any other improper conduct in relation to such system; or
  - c. failed to perform on any previous contract.
- 4 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? <b>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</b>  The Database of Restricted Suppliers now resides on the National Treasury's website( <a href="http://www.treasury.gov.za">www.treasury.gov.za</a> ) and can be accessed by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? <b>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		

4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

**SBD 8**

### **CERTIFICATION**

**I, THE UNDERSIGNED (FULL NAME).....  
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION  
FORM IS TRUE AND CORRECT.**

**I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT,  
ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION  
PROVE TO BE FALSE.**

.....  
**Signature**

.....  
**Date**

.....  
**Position**

.....  
**Name of Bidder**

Js365bW

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

- 1 This Standard Bidding Document (SBD) must form part of all bids<sup>1</sup> invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>2</sup> Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
  - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
  - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

<sup>2</sup> Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

---

(Bid Number and Description)

in response to the invitation for the bid made by:

---

(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: \_\_\_\_\_ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) has been requested to submit a bid in response to this bid invitation;
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

<sup>3</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.



10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

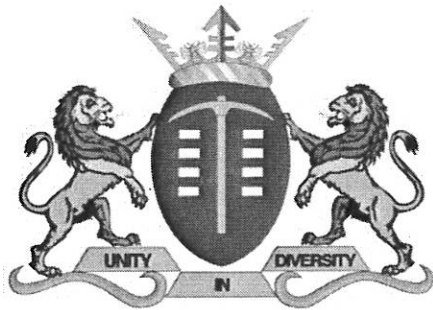
.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

Js914w 2



# **GAUTENG PROVINCE**

CO-OPERATIVE GOVERNANCE AND  
TRADITIONAL AFFAIRS  
REPUBLIC OF SOUTH AFRICA

## **SPECIFICATION FOR**

for comprehensive maintenance, upgrades, repairs of the lifts & escalators  
installations

Gauteng Provincial Disaster Management Centre

No.11 Janadel Avenue, Midrand

**JOHANNESBURG**

**COMPLETION PERIOD 36 MONTHS**

## **NOTES TO TENDERERS**

### **1. SITE**

**No. 11 Janadel Avenue  
Office park, Midrand.**

### **2. CONTRACT PERIOD**

The time for completion of this contract is **36 Months** from date of site hand over.

List of Lifts

<b>Institution name</b>	<b>Manufacturer</b>	<b>Lift Type</b>	<b>Lift Number</b>	<b>Capacity (kg)</b>	<b>No. of floors</b>
Gauteng Provincial Disaster Management Centre. At No.11 Janadel Avenue, Midrand	Shorts Lifts	Paraplegic lift	01/L6744	1400	2

### **3. PROJECT MANAGER.**

The project manager for this project is Mr. Andre Du Plooy and can be contacted at 30 SIMMONDS street, JHB. Email; [andre.duplooy@gauteng.gov.za](mailto:andre.duplooy@gauteng.gov.za) and his assistant Mr. Phumlani Ndaba [phumlani.ndaba@gauteng.gov.za](mailto:phumlani.ndaba@gauteng.gov.za)

### **4. TENDER DOCUMENTS.**

It is the tenderer's responsibility to check every page of this document. Should pages be missing, type work duplicated, unclear or, the exact meaning of an item in doubt or apparent errors occur, the tenderer must bring it to the Department's attention for correction or explanation as the case may be. The Department will accept no responsibility if the tenderer fails to comply with these instructions.

### **5. SUB-CONTRACTING**

This contract may not be sub-contracted in its entirety

### **6. GENERAL CONDITIONS OF CONTRACT**

Tenderer's attention is drawn to the general conditions of contract issued July 2010 by National Treasury. (NEC Short Contract)

## **7. SUB CONTRACTORS**

The names of all sub-contractors, whom the contractor proposes to employ, must be submitted to the project manager, if required, for his approval before the signing of the contract.

## **8. SCOPE OF CONTRACT**

This Contract relates to the provision of comprehensive maintenance and repairs of the lifts as stated in accordance with the requirements as laid down in this document.

No office or telephone facilities will be provided to the contractor, the contractor may use a lift motor room as an office.

### **8.1 The Contractor Agrees and Undertakes to:**

Provide fully comprehensive maintenance on the elevators in accordance with the terms of this agreement. Acknowledges that planned, preventative maintenance on the units shall be the major objective of this agreement.

Systematically and regularly examine and where necessary adjust the equipment in accordance with the Occupational Health and Safety Act of 1993 and the South African National Standards 50081 regulations, latest published editions.

Ensure valid annexures as required by the Department of labour to be kept in place in the motor room.

Ensure that only a "competent" person as defined in the Occupational Health and Safety Act directly employed and supervised by him shall carry out all the repair and maintenance work of a technical nature.

**The department reserves the right to request copies of valid competency certificates of persons assigned to carry out repairs and maintenance work.**

The response time to any callout is kept to an absolute minimum. In terms of this agreement the Contractor agrees that the maximum response time to any life-threatening situation or occupied callback will not exceed thirty (30) minutes and the maximum response time to any other callout will be a maximum of sixty (60) minutes during or after normal working hours. The response time means the period of time from when the Contractor was first notified of the problem until the time the technician arrives on site.

Provide a callout service seven (7) days a week, twenty-four (24) hours per day without additional expense to the Department except for callouts caused by abuse or misuse of the equipment.

Callouts due to abuse or misuse of the equipment must also be attended to seven (7) days a week, twenty-four (24) hours per day.

Perform the maintenance and repair work, except in the case of callouts, required in terms of this agreement during normal working hours, Monday to Friday, public holidays excluded.

Supply and use only new replacement parts that are correctly designed and manufactured in all respects.

Supply, repair or replace all parts made necessary by normal wear and tear or failure without expense to the Department.

Replace all ropes whenever necessary to ensure an adequate factor of safety.

Replace all motor room, shaft, pit and lift car enclosure lamps and fittings or florescent tubes, starters and ballasts where necessary.

Maintenance, repair or replacement of existing sump pumps in the pit(s)

Provide a maintenance register in the motor room of each elevator and accurately maintain records of all maintenance procedures, repairs, breakdowns, callouts, safety operation checks and tests and all site visits.

No modification to the equipment may be carried out without the Customers prior approval and written consent.

The Contractor must ensure the reliability of the equipment and the safety and comfort of the passengers using the equipment.

Inform the Customers authorized agent at every visit before commencing any maintenance or repair work.

The downtime of the equipment shall be kept to a minimum.

The contractor shall appoint an Independent Lift Inspector for the Annexure B inspections and Certificate

**8.2 Exclusions from the Elevator Contractor's obligations** Renewals or repairs necessitated by means of negligence, malicious damage or misuse of the "equipment".

**8.3 Liability** Contractor shall not be held responsible for any injuries or damage caused to any person(s) or property except for such injuries and/or damage directly occasioned by the acts or omissions of the Contractor or his employees.

The Contractor shall not be liable for any loss, damage or delay caused by strikes, lockouts, fire, explosions, theft, floods, riots, civil commotion, war or any cause outside his direct control.

The Contractor shall not be held liable for consequential damage unless caused by his negligence or that of his employees or representatives.

**8.4 Access to machine room (s)** Should any representative of the Customer require access to the machine room for maintenance or inspection purposes, the Contractor must provide access to the representative at no additional cost.

**8.5 Inspections** The Customer reserves the right to authorize independent inspections of individual or entire installations, using suitable qualified persons at any time. The independent inspections shall in no way limit the Contractor's liabilities or obligations in terms of this agreement. The Contractor or his representative shall be present at every inspection of the installation and the Contractor, in terms of this agreement, shall provide the necessary facilities at no additional cost.

contractor shall be held solely responsible for the setting out of the works and shall provide all necessary instruments and labour required by the project manager for checking purposes.

## 9. PRICES

9.1 All prices are to be quoted in RSA currency.

9.2 Prices to carry out the scheduled servicing, repairs and maintenance of the **Lift Installation at various institutions as listed per Section 8** Prices must include all labour, traveling cost and cleaning material.

The Contractor shall supply, at his own cost, all consumable material such as oil, grease, waste, hacksaw blades, welding rods and material for all other forms of welding, insulation tape, cleaning materials and chemicals etc. necessary for the proper execution of repairs, maintenance and servicing. **No claims for consumables shall be accepted.**

### Summary Price Schedule:

Institution name	Manufacturer	Lift Type	Lift Number	Capacity (kg)	No. of floors	Price per Month	Price per Year
11 Janadal Avenue, Midrand.	Shorts Lifts	Paraplegic Lifts	01/L6744	1400	2	R	R

**No mark-up or handling fees on sub-contractor's invoices shall be accepted.**

All minor and incidental repairs such as the replacement of nuts, bolts, washers, self-tapping screws, pop rivets etc. shall form part of the service. The Contractor shall allow for such repairs, (material and labour cost), in his price for servicing.

**No payments shall be made for work (repairs) executed without the necessary written authority.**

## 10. TECHNICAL SPECIFICATION AND DETAIL REQUIREMENTS

**10.1** The service provider shall be required to maintain the complete installation and equipment in a proper and safe operating condition, to clean, adjust and lubricate the equipment as required in terms of the Contract, repair or replace all electrical and mechanical parts as necessary due to wear and tear.

This shall include, but not limited to the following:

- a)Examine the system in accordance with any applicable regulation framed under the Occupational Health and Safety Act 85 of 1993, as per SANS 1545
- b) Properly maintain, adjust and keep the installation and equipment in a safe and proper operating condition at all times,
- c) Repair/replace all parts of the installation which may become necessary for the proper use and / or operation of the installation,
- d)Examine, adjust and lubricate the complete installation, supply of all lubricants, replacement parts and the cleaning of material as required for proper maintenance of the equipment,
- e)Examine, periodically and when necessary, all devices and perform any statutory safety tests on a shift basis where applicable, and before the expiring of the required intervals.
- f) Complete the services, maintenance or repair action report, which shall be submitted with any invoice(s).
- g) Provide manufactures warranty & guarantee for all equipment replaced.
- h) keep equipment and machine room/motor room clean at all times.



## SERVICING SCHEDULES:

Contractor to provide Log/Record book in motor room:

### **10.2 MAINTENANCE INSTRUCTIONS FOR SERVICING OF LIFTS**

#### **Monthly maintenance**

- 10.2.1 See owner's representative and attend to all complaints
- 10.2.2 Inspect the operating conditions for the lift and machine room, check for noise, vibrations and clean the hoist way pit.
- 10.2.3 Inspect, clean the equipment in machine room and check temperatures.
- 10.2.4 Check condition of brake.
- 10.2.5 Check all landing door locks and car door switch thoroughly,** adjust where necessary.
- 10.2.6 Inspect the hoist way, cage and door interlocks.
- 10.2.7 Inspect the car door and top of car.
- 10.2.8 Check the pit environments and thoroughly clean.
- 10.2.9 Check all limits and safeties.**
- 10.2.10 Check pit switches
- 10.2.11 Check floor levels on every floor, hall lanterns, hall position indicators, telltale lights, push and touch buttons. Check car operating panel buttons telltale lights, floor position indicators, operation of fan, alarm bell, intercom and emergency light unit.
- 10.2.12 Check operation of detectors, light rays or safety shoes. Check flexes for any damage or wear.
- 10.2.13 Clean car light diffusers

#### **Quarterly maintenance (3 monthly)**

- 10.3.1** All monthly maintenance activities
- 10.3.2 Check the DC, AC electric brake parts.
- 10.3.3 Check voltage of any concerning parts.
- 10.3.4 Check tightness for all of power terminals (motor & control panel).
- 10.3.5 Clean landing door hanger cases. Lubricate moving parts. Check and adjust where necessary all landing door hangers, upthrust rollers, air cords and landing door shoes.
- 10.3.6 Check terminal slow down and final limit switches.
- 10.3.7 Level control device check.
- 10.3.8 Guide shoe wearing check & operation of roller guide shoe check, rail cleaning check.
- 10.3.9 Check tightness of hoist way inside expansion bolts and cage bolts.
- 10.3.10 Check the flange and limit switch.
- 10.3.11 Check oil condition of the rail.
- 10.3.12 Inspect the plunger surface.
- 10.3.13 Check condition of the buffers.

### **Semi-annual maintenance (6 monthly)**

10.4.1 All quarterly activities

10.4.2 Check all the fuses on controller. Check all connections on controller and main motor

10.4.3 Check and clean traction machine components.

10.4.4 Check counterweight overrun.

10.4.5 Check guide rails and rail fixings

10.4.6 Check oiling on all rotators.

10.4.7 Inspect all the switches at the car top.

**10.4.8 Inspect and adjust rope tensions and lubricate main ropes.**

10.4.9 Clean and lubricate governor sheave in pit.

10.4.10 Inspect the trailing cables for damage and trailing cable hitch under the car.

10.4.11 Overload setting and singles check & check functionality of final limit switch.

### **Annual maintenance (36 monthly)**

10.5.1 All semi-annual activities

10.5.2 Strip, clean and adjust brake. Check condition of brake linings.

10.5.3 Change oil in main gearbox

**10.5.4 Clean governor and lubricate all pins, check operation and operate safeties**

**10.5.5 Testing of the buffers**

## **11. PERFORMANCE SPECIFICATION (Score Card)**

### **1. GENERAL**

The Contractors performance will be measured against the following four parameters.

- Minimum incidence of faults
- Minimum downtime
- Good record keeping
- Optimal service costs

Operational efficiency will be evaluated against the standards set out above. The statistics will be recorded and set out in the quarterly report submitted to the Department by the Contractor.

### **2. AVAILABILITY OF SYSTEMS**

Any machine or system will in general be regarded as available when the system is performing the duty for which it originally was designed. When any component is "out of operation" this shall mean any component not working at all as well as when the component is still working but when the performance of the component cannot meet the design duties as originally specified.

### **3. PERFORMANCE STANDARD**

The contractor shall restore each system as detailed in this specification and maintain it to ensure the successful operation thereof. For this purpose, the minimum requirements shall be measured against availability of the overall system of 90% or better. This availability will be calculated as follows.

$$\text{Availability} = \frac{(T_i - T_{di})}{T_i} \times 100$$

Where

$T_i$  - The length of the time interval  $i$  for the applicable month under consideration expressed in hours

$T_{di}$  - The total of the MTTR's for the individual system during the time interval  $I$  for the applicable month under consideration expressed in hours

MTTR- This mean the time to repair the system as determined from the fault/service/repair logbook, and shall be equivalent to the sum of all the times that the system or any part of the system, does not conform to the operational requirements.

#### 4. **EXAMPLE CALCULATION**

4.1 April has 30 days @ 24-hour operation per day, this makes  $T_i$  720 hours

4.2 During the month 3 breakdowns, each with a response time of 1 hour and a repair time of 5 hours. The scheduled services take 20 hours.

In this example

MTTR1  $3 \times (1+5) = 18$  hours and MTTR2 = 20

Sum of MTTR's  $18 + 20$  giving  $T_{di} = 38$  hours

4.3 Availability 
$$\frac{(720-38)}{720} \times 100$$
  

$$= 94,72\%$$

The onus shall rest on the contractor to submit the necessary motivation to the Department for its consideration and decision for MTTR periods, which the contractor considers having been caused by factors outside his control, and which should not be included in the calculations, e.g., malicious damage, lightning, import of material, etc. Actual damaged or faulty equipment shall be presented by the contractor as proof before removal thereof or repairs thereto.

Where breakages or faults are caused by factors outside the contractor's control, he shall immediately report the incident to the Department in writing, giving a full list of the details/persons involved. A specified quotation must be attached to the report including and showing mark up. If prices are unreasonably high, the Department reserves the right to pay the contractor an amount in line with current market related prices only, plus mark up.

5. **GUARANTEE OF PERMORMANCE**

The contractor shall guarantee the availability of 90% of all systems specified in this contract, as calculated and specified in paragraph 4 hereof. In the event of the contractor failing to achieve this specified availability, a penalty, equal to ten cents per One Hundred Rand of the total contract value will be levied against the contractor for each percentage point per month that the overall system availability is below the availability percentage as specified herein. The penalty will be levied each month during which the availability is below the specified percentage, and not on an annual or contract period basis.

6. **CONDITIONS AND CIRCUMSTANCES EXCLUDED FROM THE AVAILABILITY CONCEPT**

- 6.1 Elevators undergoing repairs where inspection authorities are involved.
- 6.2 In cases where spares have to be import or specially manufactured. In all these cases the fact must be proofed, and estimated time needed to obtain the spares must be given.

7. **MAINTENANCE CONTROL SYSTEMS**

7.1 **MACHINE IDENTIFICATION NUMBER**

A unique identification number shall be provided on each and every equipment item to be maintained after the acceptance of the tender. Each number is made up as follows:

- a) The building identification number. This number identifies each building and since machines installed are related to a building, it will not be necessary to provide the building ID number on the machines/equipment
- b) The system identification number. System numbers have been allocated to the type of service under which the equipment was originally installed.
- c) The machine number for each system type. Since the compressed air installation is related to the operation of boilers, the same system identification number has been used though out.

The number to be provided on any machine/installation in a building will thus be in the format of the system number followed by the machine number e.g., M17/12

The number shall be clearly engraved in an aluminum plate and shall not be less than 10mm high. The plate shall be fastened to the machine/equipment item in a conspicuous position with self-tapping screws or pop rivets.

Identification numbers will be issued to the contractor after the acceptance of his/their tender.

## 8. **QUARTERLY REPORTS**

The Contractor shall submit written quarterly reports to the Department on the status of the systems and progress achieved. The schedules and service sheets comprising the quarterly report, enclosed as ANNEXURE "B" hereto, serve as a guide ONLY and give the MINIMUM requirements. The Contractor shall prepare his own schedules and service sheets for acceptance by the Department and shall make his own arrangements for printing and duplicating of quarterly reports and service sheets.

The reports shall also be countersigned by the Department of Cooperative Governance and Traditional Affairs Representative on site, and he/she shall endorse the sheets to the effect that the plant is, in the opinion of the Officer in charge of the building operating satisfactorily. His/her name in print, his signature, the date and his telephone number must appear on the sheet.

This report shall show the following:

- Availability as calculated in paragraph 4 on a daily basis for continuous 30-day periods with the running average for those periods
- Any complaints received during the period, as well as the reason for the complaints, with corrective actions taken and dates
- Quarterly test results, showing, with dates:

- equipment tested
- faulty equipment
- repairs undertaken
- Call-out log
- Short description of callouts with corrective action taken and dates
- Copies of the service sheets for each individual system issued for that period

The identification number of the machine/equipment item repaired/replaced together with the cost for the repair/replacement shall be clearly indicated in the quarterly report. Details of normal servicing need not be described unless a potential defect is found on any piece of equipment, which will need attention in future.

The Quarterly report shall be both narratives and statistical. The statistical content shall deal typically with the incidence and nature of breakdown maintenance carried out during the preceding quarter, equipment downtime and the frequency of spares replacement. The narrative content shall highlight corrective maintenance executed and shall draw attention to ongoing deficiencies being attended to by the Contractor and/or any matters requiring attention by the Chief Directorate: Public Works.

## 9. **SERVICE SHEETS**

Every service, repair, test etc., shall be fully described on a work sheet which must be completed on site and signed by the Chief Directorate: Public Works. The following minimum information shall appear on work sheets:

- The company name and address
- A work sheet serial number
- The building name.
- The system number and system description
- The call-out no. (if applicable)
- The nature of the call, i.e., urgent or normal call-out
- A general description of the problem or purpose of the work done
- A statement whether the individual system is in terms of the specification operational or not
- Should the system not be operational the response time and repair time shall be recorded individually
- The ID number, machine/equipment description and description of the repairs/replacements carried out on each machine/equipment item on that specific system
- A list of material used for each machine/component
- A detailed report on the extent of the work done together with the estimated cost involved
- Suggestions to avoid future problems
- A list of the Contractor's personnel responsible for the work with the date, starting time, completion time and distance traveled

- Signature and name of the responsible technician/artisan/engineer
  - Signature of the Department of Cooperative Governance and Traditional Affairs Representative
- Service sheets shall also be used for normal routine maintenance services.

#### 10. **SITE MAINTENANCE FILES AND SHELVES**

The contractor shall provide and maintain hard cover A4 maintenance files for each individual system, which shall be kept in the contractor's site offices. These logbooks will remain the property of the Department and may not be removed from the site offices under any circumstances. The contractor shall be required to file all master copies of the Service Reports for each system in chronological order.

Suitable steel or timber shelves shall be provided by the Contractor for storing the maintenance files. These shelves shall become the property of the Department after delivery and erection on site.

#### 11. **REPAIR AND RESPONSE TIME**

It shall be expected of the Contractor to relate his actions in respect of callouts, repairs and general maintenance to specific prescribed response and repair times.

Depending on the urgency of the call-out, the response times may vary and the table below indicates maximum time-spans.

CALL-OUT TYPE	RESPONSE TIME	REPAIR TIME
Emergency/occupied	½ hour	Refer Definition below
Normal	1 hours	

where:

**RESPONSE TIME** shall mean the time lapsed from the time the callouts are logged by the system operator or person making the call. Until the Contractor responds on site. The time shall be recorded in the Service Sheet if the system is not operational as specified in terms of this specification.

**REPAIR TIME** shall mean the maximum time taken by the Contractor to repair the fault, in order to limit the downtime of the system to a minimum. The time shall be recorded in the Service Sheet if the system is not operational as specified in terms of this specification.

Unless for circumstances beyond the control of the contractor the downtime on systems shall be limited to the following: 48 hours for completion irrespective of the breakdown

**DOWNTIME** with respect to callouts, shall mean the total time for which the system is not 100% operational, i.e., response time plus repair time.



With regard to Routine periodic services, the Contractor shall notify the Regional Representative and the institution at least 7 days in advance.

12. **INSPECTION AND TESTING**

The Department and/or its duly appointed representative, or any person he may appoint for the purpose, may inspect and test the various portions of the work at all times and shall have full power to reject all or any portion of the work that he may consider to be defective or inferior in quality of material, workmanship or design with respect to the original installation. Any portion of the work so rejected shall be replaced immediately by the Contractor, unless, in the opinion of the Department, the work rejected can be so treated and repaired as to render it fit for incorporation in the contract works. In this event the Contractor shall, at his own risk and expense, be at liberty to repair the work to the satisfaction of the Department. The Contractor shall carry out such tests as are necessary, in the opinion of the Department, to prove that the contract requirements are being complied with.

The cost of all tests and/or analyses shall be borne by the Contractor.

13. **SITE MEETING**

A meeting between the Department and/or its duly appointed representative, and the Contractor shall be held monthly or more frequently if so required by the Department, at a time, date and venue determined by the Department, to discuss all aspects of the maintenance of works as documented in the Quarterly Report. No additional compensation will be paid for this.

The site meetings will be under the chairmanship of the Regional Representative and/or his duly appointed representative.

14. **SHUT DOWN OF EQUIPMENT AND PLANT**

14.1 No mechanical/electrical equipment or plant involved in this Contract may be shut down, switched off or isolated in any way without prior written permission from the Head of the Institution concerned, being a Superintendent or the most Senior Personnel of the facility/Institution at the time of the request.

14.2 Maintenance and repairs shall be carried out timely, punctually and with the utmost care to minimize the necessity for affecting the services rendered by the installation/equipment covered by this Tender/Contract. Should during the effecting of any repair, it be deemed necessary to isolate any section of the plant arrangements shall be made with the Representative of the Department of Cooperative Governance and Traditional Affairs who will make arrangements with the official in charge of the sections of the institution served,

which will be affected by the intended shut-down, prior to proceeding with the intended activities.

- 14.3 The request for a shutdown shall be channeled in the following manner. The Contractor must first approach the Department of Cooperative Governance and Traditional Affairs Representative on Site, so as to assess that the shutdown is necessary. The representative on site will approach the Institution/Facility's authorities for authorization of the shutdown. In the event of any emergency, and a Representative of the Department of Cooperative Governance and Traditional Affairs is not available at the time, the Contractor shall get authority from the Superiors of the Institution or Facility concerned and shall thereafter furnish the Representative on Site with a copy of such written authorization for record purposes.

**15. REPLACEMENT PARTS AND MATERIAL PROVIDED FOR IN THE PARTS AND MATERIAL PRICE SCHEDULE**

- 15.1 Authorization for the replacement of parts or materials shall, when such replacement is required, be obtained from the Representative of the Department of Cooperative Governance and Traditional Affairs, before such replacement is executed, subject to the limits set out below.
- 15.2 All labour for scheduled services supervision, operation, and maintenance, standby and after-hours repairs will be covered by the rates quoted for in this Tender/Contract. No extras will be paid for labour on this contract.
- 15.3 If replacement of parts or material are necessary for items not covered in the schedule the contractor must submit a written quote to the representative agent.
- 15.4 The Contract has two phases, a repair phase and a maintenance phase.  
Some differences between the phases are noted in the table below:

<b>REPAIR PHASE</b>	<b>MAINTENANCE PHASE</b>
Starts when access is given to an installation.	Starts on day one.
Ends 1 month later.	Ends after 36 months
Has penalties and a 5 % retention No	Has a payment reduction, score card.
12 month guarantee for replacement	No Guarantee. 36-month
Scorecard to apply	3 months defects liability period.

The exact work to be done is determined on site after inspections and tests on the Installations.	The scope is defined in this specification.
The items are measured after inspection on the installations.	The scorecard is used to measure the points and the performance of the Contractor is used to measure the payment reductions.

15.5 Installations are to be repaired to a fully serviceable condition if necessary, before any maintenance can commence. Hence the following categories:

15.5.1 **Urgent/emergency repair work**

15.5.1.1 This is life threatening situations or situations, which pose a potential serious damage.

15.5.1.2 Materials and parts for such repair work, shall be eligible for payment but prior authorization shall be obtained from the Representative of the Department of Infrastructure Development, required for the execution of such repairs.

15.5.1.3 The written report in respect of expenditure as well as the reasons for emergency/urgency thereof shall be submitted to the Representative of the Department of Infrastructure Development within 48 hours of the occurrence.

15.5.2 **Minor Repair Work**

15.5.2.1 It is needed when the installation shows some signs of deterioration, but which do not warrant major repairs.

15.5.2.2 Materials and parts for such repair work, shall be eligible for payment but prior authorization shall be obtained from the Representative of the Department of Infrastructure Development, required for the execution of such repairs.

15.5.3 **Major Repair Work**

15.5.3.1 This is usually the case when the installation concerned requires repairs because of the existence of the serious risk of imminent failure, usually the said repairs are executed by a specialist.

15.5.3.2 The prior authorization by the Representative of the Department of Cooperative Governance and Traditional Affairs is a pre-requisite before any major repairs can be executed.

16. **MAINTENANCE**

16.1 Maintenance refers to a routine and/or remedial intervention required, ensuring that the asset is retained in a serviceable condition, and also to ensure that it retains its value and usefulness.

- 16.2 There are different kinds of maintenance services that are to be undertaken, depending on the installation to be maintained, namely: -
- 16.2.1 Preventative Service Maintenance – for which the service provider has to perform certain actions to prevent failure on the operation of the installation in due course.
  - 16.2.2 Condition-based Maintenance – it is corrective maintenance to be performed to restore the installation to its required condition or standard.
  - 16.2.3 Statutory Maintenance – both preventative and condition-based maintenance may contain the elements of statutory maintenance which is defined in the Act as actions performed to meet legal requirements as contained in the Occupational Health and Safety Act No 85 of 1993 and other relevant regulations.
  - 16.2.4 Emergency Maintenance – these are reactive maintenance actions performed to restore installations to operational condition.
  - 16.2.5 Incident Maintenance – actions performed to restore an installation to an operational or safe condition after it was damaged as a result of external events.
- 16.3 The Contractor shall compile the Preventative Service Maintenance Works Programmed for periods of three months and submit same in writing in advance to the Representative of the Department of Cooperative Governance and Traditional Affairs, giving him/her enough time to evaluate and to notify the Contractor of possible amendments before approval.
- 16.4 The contractor shall compile a condition-based Maintenance programmed based on the results of machinery inspections as per 16.2.1.

**DURING ALL MAINTENANCE AND REPAIR PROCEDURE VISIBLE STOP CARDS SHALL BE DISPLAYED ON ALL FLOORS AND BARRICADES WITH THE COMPANY LOGO SHALL BE USED WHERE WORK IS UNDERTAKEN.**

17. **LABOUR RATES**

The rates to be used for any work outside of the monthly service scope which also includes attending call outs due to negligent use are as follows:

Lift Technician: R\_\_\_\_\_ per hour

Assistant: R\_\_\_\_\_ per hour

18. **INSTRUCTIONS TO CONTRACTOR**

- 18.1 No instructions from any personnel other than the Department of Cooperative Governance and Traditional Affairs Project Manager shall be carried out.
- 18.2 The Department of Cooperative Governance and Traditional Affairs will ensure that a **logbook/job card** is kept on Site and that all faults and defects reported after hours are

recorded. A report for each call-out will be entered by the Contractor's Supervisor in this book and signed by the Supervisor and the Project Manager employed by the Department of Cooperative Governance and Traditional Affairs. (maintenance record book)

- 18.2 The nature of work at the Institutions is such that all repairs will be carried out punctually, with great care and minimal inconvenience to the facility.

## **19 REDUNDANT MATERIAL**

The Contractor shall hand over all used parts (worn and/or damaged) to the Representative of the Department of Cooperative Governance and Traditional Affairs as such become the property of the Department of Cooperative Governance and Traditional Affairs and shall be handed to the Representative on Site. **(Refer to GP12)**

## **12. UNAUTHORISED PERSONS**

The Contractor shall at all times, strictly exclude all unauthorized persons from the works.

## **13. CHANGES, ETC., TO THIS TENDER DOCUMENT**

No changes, omissions or additions may be made to this document. If any changes, omissions occur the tenderer will be disqualified in terms of the Tender Regulations of the Gauteng Provincial Government.

## **14. VISIT OF INSTITUTION**

The Tenderer is advised to visit the institution and determine the extent of work specified in this tender document and to allow for all possible conditions that may have an influence on the completion of the work in the tender price. No claims in this regard will be considered.

## **15. TENDER REGULATIONS**

Tenderers will be subjected to the requirements of the conditions and procedures with regard to the Gauteng Provincial Government, General Conditions of Contract.

## **16. SUBMISSIONS OF TENDERS**

Tenders must be handed in on the tender forms supplied in a sealed envelope with the name of the service and the tender number written on the envelope, to the Regional Representative, Department of Cooperative Governance and Traditional Affairs, corner Provincial Disaster Management Centre, Midrand, No. 11 Janadel Avenue. Tenders must be deposited in the Formal Tender Box supplied for this purpose at Department of Cooperative Governance and Traditional Affairs. (Please take note, the bill of quantities **must** accompany tender documents, if not submitted, the tender will be disqualified.)

## **17. PRICED TENDER DOCUMENTS**

The contractor must hand in his priced tender document at the signing of the contract. This tender document must indicate the price of every item of work individually and the cumulative total of all work must add up to the contractor's tender amount.

If an item is not priced, it will be assumed that the price of such item is included in the price of the rest of the items.

Any calculation errors in this priced tender document remain the contractor's responsibility.

Without changing the tender amount, the Department retains the right to change the priced work in order to correct irregularities in priced work or any calculation errors.

## **18. REGISTERED CONTRACTORS/ SUB-CONTRACTORS**

Service provider is required to attach the documents listed below:

- Company registration documents (CIPRO/CK)
- Technicians' qualification certificates
- BBB-EE certificate
- Valid CIDB registration certificate
- In order to verify the tax status of bidders, bidders are required to submit the unique security personal identification number (PIN) from SARS.
- Valid letter of good standing (from Department of Labour)
- Health and safety file

## **ANNEXURE "B" (EXAMPLE REPORTS)**

**THE FOLLOWING REPORT FORMS IN THIS ANNEXURE ARE EXAMPLES ONLY AND ARE INCLUDED IN THE SPECIFICATION AS GUIDE TO GIVE THE TENDERER AN IDEA OF WHAT WILL BE EXPECTED OF HIM**

**(EXAMPLE ONLY)**

### **QUARTERLY MAINTENANCE REPORT FOR THE PERIOD**

\_\_\_\_\_ TO \_\_\_\_\_

CONTRACT NO. : \_\_\_\_\_

CITY / TOWN : \_\_\_\_\_

BUILDING : \_\_\_\_\_

SYSTEM ID NO. : \_\_\_\_\_

SYSTEM DESCRIPTION : \_\_\_\_\_

#### **STATEMENT BY CONTRACTOR**

THE CONTENTS OF THIS DOCUMENT IS TRUE AND CORRECT AND ALL SYSTEMS ARE FULLY OPERATIONAL EXCEPT WERE INDICATED DIFFERENTLY IN THIS DOCUMENT

CONTRACTOR (PRINT) : \_\_\_\_\_

COMPILED BY (PRINT) : \_\_\_\_\_

SIGNED BY (CONTRACTOR) : \_\_\_\_\_

DATE : \_\_\_\_\_

**ENDORSED BY OFFICIAL IN CHARGE**

ALL SYSTEMS WERE TESTED IN MY PRESENCE AND TO THE BEST OF MY  
KNOWLEDGE IS FULLY OPERATIONAL EXCEPT WERE INDICATED IN THIS  
REPORT

OFFICIAL IN CHARGE (PRINT) : \_\_\_\_\_

OFFICIAL IN CHARGE (SIGN) : \_\_\_\_\_

TEL NUMBER : \_\_\_\_\_

DATE : \_\_\_\_\_



**QUARTERLY MAINTENANCE REPORT  
WITH A SCORE CARD  
(EXAMPLE ONLY)**

**AVAILABILITY OF THE SYSTEM/MACHINE**

MONTH _____	MONTH _____	MONTH _____
<i>T<sub>i</sub></i> ..... hours	<i>T<sub>i</sub></i> ..... hours	<i>T<sub>i</sub></i> ..... hours
<i>T<sub>d<sub>i</sub></sub></i> ..... hours	<i>T<sub>d<sub>i</sub></sub></i> ..... hours	<i>T<sub>d<sub>i</sub></sub></i> ..... hours
Availability ..... %	Availability ..... %	Availability ..... %
Service Sheet reference no's ..... .....	Service Sheet reference no's ..... .....	Service Sheet reference no's ..... .....
Notes (if any) ..... ..... ..... .....	Notes (if any) ..... ..... ..... .....	Notes (if any) ..... ..... ..... .....

**COMPLAINTS RECEIVED**

REF.	DATE	DETAILS OF COMPLAINT	SERVICE REF.	SHEET
.....	.....	.....	.....	
.....	.....	.....	.....	
.....	.....	.....	.....	
.....	.....	.....	.....	
.....	.....	.....	.....	
.....	.....	.....	.....	
.....	.....	.....	.....	
.....	.....	.....	.....	

## QUARTERLY MAINTENANCE REPORT

**(EXAMPLE ONLY)**

### REPAIRS CARRIED OUT DURING THIS PERIOD

[illegible]

## QUARTERLY MAINTENANCE REPORT

(EXAMPLE ONLY)

### DETAILS ON CALL-OUTS

DATE	NATURE OF CALL-OUT	SERVICE SHEET REF. NO.
.....	.....	.....
.....	.....	.....
.....	.....	.....
.....	.....	.....
.....	.....	.....
.....	.....	.....
.....	.....	.....

NATURE OF SERVICE	CALL OUT	MAIN-TENANCE	REPAIRS	COM-PLAINT	INSPEC-TION	RESTORA-TION	COMMIS-SIONG	UNSCHE-DULED	OTHE R
-------------------	----------	--------------	---------	------------	-------------	--------------	--------------	--------------	--------

\* **Mark applicable item**

TIME SPENT AND DOWN TIME ON INSTALLATION	TIME IN (h) & TRAVEL	DAY 1	DAY 2	DAY 3	DAY 4	DAY 5	DAY 6	DAY 7
	RESPONSE TIME HOURS							
	WORKED DOWN TIME							
	TRAVELLING TIME							
	DISTANCE TRAVEL							

DESCRIPTION/SUGGESTIONS. ....

.....

.....

.....

LIST OF MATERIAL USED	ESTIMATED COST (EXCLUDING VAT)
.....	MATERIALS <b>R</b> .....
.....	LABOUR <b>R</b> .....
.....	OVERHEADS <b>R</b> .....
.....	TOTAL <b>R</b> .....
NAMES OF CONTRACTOR'S PERSONNEL RESPONSIBLE	SIGNED .....
.....	TECHNICIAN/ARTISAN/ENGINEER

.....	DATE .....
-------	------------

COMMENT .....

.....

<p>FOR USE OF CHIEF DIRECTORATE: WORKS FORMAN ONLY</p> <p>REF ..... COMMENT .....</p> <p>.....</p>	<p>SIGNED ..... TECHNICIAN/ARTISAN/ENGINEER</p> <p>DATE.....</p>
<p>FOR USE OF CHIEF DIRECTORATE: WORKS FORMAN ONLY</p> <p>REF ..... COMMENT .....</p> <p>.....</p>	<p>SIGNED .....</p> <p>DATE .....</p>

## **BILL OF QUANTITIES**

<b>Item</b>	<b>Area</b>	<b>Description</b>	<b>Unit</b>	<b>Quantity</b>	<b>Rate</b>	<b>Total</b>
<b>1</b>	11 Janadal Avenue, Midrand	Maintenance of lift	1	36 Months	R	R
<b>2</b>	11 Janadal Avenue, Midrand	Call out, breakdown and repairs to lift.	1	36 Months	R	R
					<b>TOTAL</b>	R
					<b>15% VAT</b>	R
					<b>PROJECT COST</b>	R

**NB\* THE CONTRACTOR MUST VISIT THE SITE BEFORE PRICING THE DOCUMENT.**

**DUE TO COVID-19 SITE VISITS WILL BE ARRANGED BY EMAILS**

## **Annexure A**

# **GOVERNMENT PROCUREMENT GENERAL CONDITIONS OF CONTRACT**

### **NOTES**

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

- The General Conditions of Contract will form part of all bid documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.



## TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
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10. Delivery and documents
11. Insurance
12. Transportation
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23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
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27. Settlement of disputes
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31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)

## **General Conditions of Contract**

### **1. Definitions**

1. The following terms shall be interpreted as indicated:
  - 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
  - 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
  - 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
  - 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
  - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
  - 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
  - 1.7 "Day" means calendar day.
  - 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
  - 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
  - 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
  - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
  - 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable.

Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

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|--|--|
| <b>2. Application</b>  | <p>2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.</p> <p>2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.</p> <p>2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.</p>   |
| <b>3. General</b>  | <p>3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.</p> <p>3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from <a href="http://www.treasury.gov.za">www.treasury.gov.za</a></p>  |
| <b>4. Standards</b>  | <p>4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.</p>  |
| <b>5. Use of contract documents and information; inspection.</b> | <p>5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.</p> <p>5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.</p> <p>5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.</p> <p>5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.</p> |
| <b>6. Patent rights</b>  | <p>6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.</p>   |
| <b>7. Performance security</b>                                   | <p>7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.</p>   |

- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
  - (b) a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

**8. Inspections,  
tests and  
analyses**

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with

supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

#### **9. Packing**

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

#### **10. Delivery and documents**

- 10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.
- 10.2 Documents to be submitted by the supplier are specified in SCC.

#### **11. Insurance**

- 11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.

#### **12. Transportation**

- 12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.

#### **13. Incidental services**

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
  - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
  - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
  - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

#### 14. Spare parts

14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
  - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
  - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

#### 15. Warranty

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.



- |   |  |
|---|--|
| <b>16. Payment</b>                              | <p>16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.</p> <p>16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.</p> <p>16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.</p> <p>16.4 Payment will be made in Rand unless otherwise stipulated in SCC.</p>  |
| <b>17. Prices</b>                               | <p>17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.</p>   |
| <b>18. Contract amendments</b>                  | <p>18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.</p>  |
| <b>19. Assignment</b>                           | <p>19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.</p>  |
| <b>20. Subcontracts</b>                         | <p>20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.</p>  |
| <b>21. Delays in the supplier's performance</b> | <p>21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.</p> <p>21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.</p> <p>21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.</p> <p>21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.</p> |



21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

## **22. Penalties**

22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

## **23. Termination for default**

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the Supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard

the intended penalty as not objected against and may impose it on the supplier.

23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

- (i) the name and address of the supplier and / or person restricted by the purchaser;
- (ii) the date of commencement of the restriction
- (iii) the period of restriction; and
- (iv) the reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

#### **24. Anti-dumping and countervailing duties and rights**

24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him

#### **25. Force Majeure**

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security,

damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

**26. Termination  
for insolvency**

- 26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

**27. Settlement of  
Disputes**

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,

- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b) the purchaser shall pay the supplier any monies due the supplier.

**28. Limitation of  
liability**

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
- 29. Governing language** 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
- 30. Applicable law** 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
- 31. Notices** 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
- 32. Taxes and duties** 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
- 33. National Industrial Participation Programme (NIP)** 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.